

Dear
This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States. Department of Justice and in connection with possible or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the
This Agreement is conditional and depends upon satisfying the conditions set forth below. After all of these conditions are met, the Division will notify the in writing that the application has been granted. It is further agreed that disclosures made by counsel for in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.
AGREEMENT
1. Representations:  desires to report to the Antitrust Division possible or other conduct violative of the Sherman Act in the  ("the anticompetitive activity being reported"). with the anticompetitive activity being reported, it:
(a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
(h) did not coerce any other party to participate in the activity and was not the teader in, or the originator of, the anticompetitive activity being reported.
2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:
(a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;

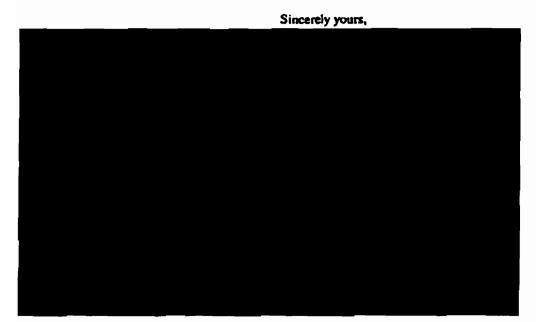
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of the and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial:
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete concention, as described in paragraph 2 above, the Antitrast Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antifrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that the has violated this Agreement, this Agreement shall be void. and the Antitrust Division may revoke the conditional acceptance of secunto the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of the into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information as well as any statements or other information provided by any current or former provided by

director, officer or employee of the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment activity prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (e) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (c) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and prepresent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





# Antitrust Division Dear This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and in connection with possible or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in connection with

This agreement is conditional and depends upon satisfying the conditions set forth below. After all of these conditions are met, the Division will in writing that the application has been granted. It is further agreed that disclosures in furtherance of the amnesty application will not constitute a waiver made by counsel for of the attorney-client privilege or the work-product privilege.

#### **AGREEMENT**

- 1. Representations: desires to report to the Antitrust Division possible or other conduct violative of the Sherman Act in connection with ("the anticompetitive activity being reported"). represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:
  - took prompt and effective action to terminate its part in the anticompetitive (a) activity being reported upon discovery of the activity; and
  - did not coerce any other party to participate in the activity and was not the **(b)** leader in, or the originator of, the anticompetitive activity being reported.
- agrees to provide full, continuing and complete cooperation to the 2. Cooperation: Antitrust Division in connection with the activity being reported, including, but not limited to, the following:
  - (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- using its best efforts to secure the ongoing, full and truthful cooperation of the current directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

3. Corporate Leniency: Subject to verification of representations in paragraph l above, and subject to its full, continuing and complete cooperation, as described in paragraph 2
above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate
Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993
(attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the prior to be a second or the
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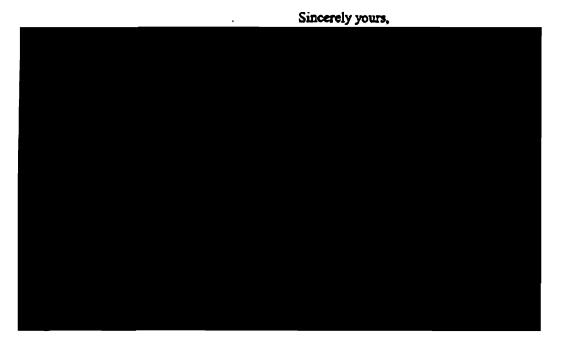
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initiated, any documentary or other inf	formation provided by		any statements or
other information provided by any cur			
Division pursuant to this Agreement, I	nay be used against	in any such p	resecution.

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:
  Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment agrees prior to in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States:
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency,

immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

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(2	<b>a</b> )	providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
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- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial:
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

3. Corporate Leniency: Subject to verification of representations in paragraph 1
above, and subject to its full, continuing and complete cooperation, as described in paragraph 2
above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate
Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993
(attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal
prosecution against for any act or offense it may have committed prior to the date of this
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Should such a prosecution be initiated, any documentary or other information provided by
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employee of to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

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to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
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- using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
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- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
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- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

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The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,





Dear	
Division of the Uni- with possible Sherman Act, 15 U. conditional and dep conditions are met, It is further agreed to	ets forth the terms and conditions of an agreement between the Antitrust ted States Department of Justice and or other conduct violative of Section 1 of the S.C. § 1, in the sends upon satisfying the conditions set torth below. After all of these the Division will notify in writing that the application has been granted. hat disclosures made by counsel for in furtherance of the amnesty constitute a waiver of the attorney-client privilege or the work-product
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- (c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
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3. Corporate Leniency: Subject to verification of paragraph above, and subject to its full, continuing and complete cooperation, as described in paragraph 2
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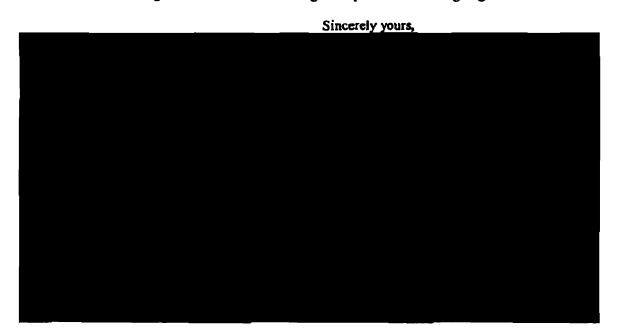
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- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
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immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





	Antitrust Division
Dear	
Division of the Unit	ets forth the terms and conditions of an agreement between the Antitrust ed States Department of Justice and in connection with possible
conditional and depo conditions are met, t It is further agreed the	This Agreement is ends upon satisfying the conditions set forth below. After all of these he Division will notify in writing that the application has been granted. In the disclosures made by counsel for in furtherance of the amnesty constitute a waiver of the attorney-client privilege or the work-product
	<u>AGREEMENT</u>
("the antic	desires to report to the Antitrust Division possible ative of the Sherman Act in the competitive activity being reported"). represents to the Antitrust mection with the anticompetitive activity being reported, it:
(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
(b)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
2. Cooperati Antitrust Division in following:	agrees to provide full, continuing and complete cooperation to the connection with the activity being reported, including, but not limited to, the

- providing a full exposition of all facts known to anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated

this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the
conditional acceptance of into the Corporate Leniency Program. Should the Antitrust
Division revoke the conditional acceptance of the into the Corporate Leniency Program, the
Antitrust Division may thereafter initiate a criminal prosecution against without limitation.
Should such a prosecution be initiated, any documentary or other information provided by
as well as any statements or other information provided by any current or former director, officer
or employee of the Antitrust Division pursuant to this Agreement, may be used against
in any such prosecution.

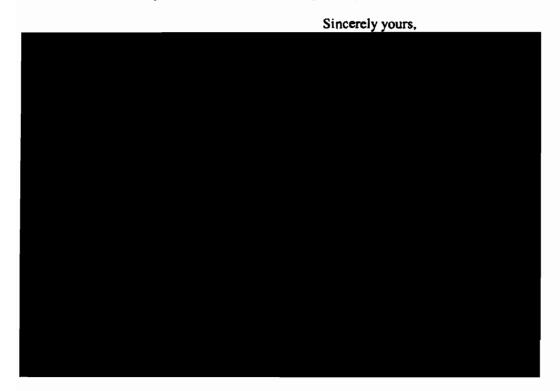
- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other

prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein. This letter supersedes the previous letter signed by

6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





Dear		
This letter so Antitrust Division o	ets forth the terms and conditions of the United States Department of J in connection with possible Section 1 of the Sherman Act, 15 t	ustice and or other
the conditions set finotify agreed that disclos	preement is conditional and depends orth below. After all of these conditions in writing that the application has ures made by counsel for multiple and constitute a waiver of the age.	ions are met, the division will seen granted. It is further in furtherance of the
	AGREEMENT	
1. Represe possible the reported"). the anticompetitive	or other conduction ("the	o report to the Antitrust Division ct violative of the Sherman Act in a anticompetitive activity being Division that, in connection with
(a)	took prompt and effective action to anticompetitive activity being repo- activity; and	
(b)	did not coerce any other party to p activity being reported and was no the anticompetitive activity being re	t the leader in, or originator of,
2. Coopera	tion:	subsidiaries

subsidiaries"), agree to provide full, continuing, and complete cooperation to the Antitrust Division in connection with the anticompetitive activity being reported, including, but not limited to, the following:

- (a) providing a full exposition of all facts known to subsidiaries, relating to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of a subpoena, all documents not privileged under U.S. law or other items in the possession, custody, or control of subsidiaries requested by the Antitrust Division, to the extent not already produced:
- (c) securing the complete, candid, and truthful cooperation of which shall include, but not be limited to:
  - the voluntary provision to the Antitrust Division by any information they may have relevant to the anticompetitive activity being reported;
  - (ii) the appearance of for such interviews or testimony relevant to the anticompetitive activity being reported as the Antitrust Division may require at times and places designated by the Antitrust Division; and
  - the provision of testimony by
    when requested by the Antitrust
    Division, in grand jury, trial, or other proceedings in
    connection with the anticompetitive activity being reported;
- (d) using its best efforts to secure the complete, candid, and truthful cooperation of the current and former directors, officers, and employees, of substitution substitution substitution with any information relevant to the anticompetitive activity being reported;
- (e) facilitating the ability of current and former directors, officers, and employees of subsidiaries to appear for

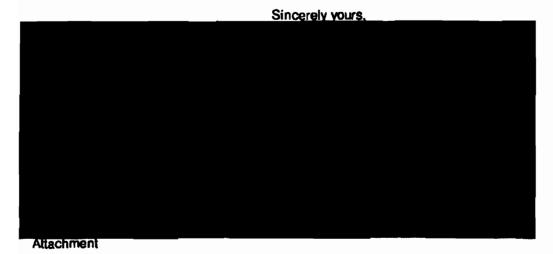
- such interviews or testimony relevant to the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (f) using its best efforts to ensure that current and former directors, officers, and employees of subsidiaries, who provide information to the Antitrust Division respond completely, candidly, and truthfully to all questions asked in interviews, grand jury appearances, and at trial;
- (g) using its best efforts to ensure that current and former directors, officers, and employees of the substitution of the Antitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (h) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported in which subsidiaries, was a participant.

3. Corporate Lenlency: Subject to verification of
representations in paragraph 1 above, and subject to its full, continuing, and complete
cooperation, as described in paragraph 2 above, the Antitrust Division agrees to accept
into Part B of the Corporate Lenlency Program, as explained in an
Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that
notice, the Antitrust Division agrees not to bring any criminal prosecution against
subsidiaries for any act or offense they may have committed
prior to the date of this letter in connection with the anticompetitive activity being
reported. The commitments in this paragraph are binding only upon the Antitrust
Division, although, upon request of the Antitrust Division will bring this
Agreement to the attention of other prosecuting offices or administrative agencies. If
the Antitrust Division at any time determines that
violated this Agreement, this Agreement shall be void, and the Antitrust Division may
revoke the conditional acceptance of the component into the Corporate Leniency
Program. Should the Antitrust Division revoke the conditional acceptance of
into the Corporate Leniency Program, the Antitrust Division may thereafter
initiate a criminal prosecution against
limitation. Should such a prosecution be initiated, any documentary or other
information provided by subsidiaries, as well as any statements
or other information provided by any current or former director, officer, or employee of
subsidiaries, to the Antitrust Division pursuant to this

Agreement, may be prosecution.	e used against such subsidiaries, in any such
Employees: Subjection complete cooperation officers, and employed which is investigated their period of empletter in connection	on, the Antitrust Division agrees that current and former directors, byees of subsidiaries, who admit their articipation in, and fully and truthfully cooperate with the Antitrust stigation of the anticompetitive activity being reported, shall not be ally by the Antitrust Division for any act or offense committed during
(a)	making his relevant personal documents and records available in the United States to attorneys and agents of the United States;
(b)	making himself available in the United States to attorneys and agents of the United States for interviews;
(c)	responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
(d)	otherwise giving the United States access to knowledge or information he may have relevant to the anticompetitive activity being reported; and
(e)	when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.
although, upon the Agreement to the a the event a current fails to comply fully such individual sha	this paragraph are binding only upon the Antitrust Division, request of the Antitrust Division will bring this tention of other prosecuting offices or administrative agencies. In director, officer, or employee of subsidiaries, with his/her obligations hereunder, this Agreement as it pertains to libe void, and any leniency, immunity or non-prosecution granted to ter this Agreement may be revoked by the Antitrust Division. Should

any leniency, immunity, or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

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Dear This Name of	ets forth the terms and conditions of an agreement between the Antitrust
subsidiary or other conditatisfying the conditional write in write in added by counsel for	n connection with possible auct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the This Agreement is conditional and depends upon tions set forth below. After all of these conditions are met, the Division will not the application has been granted. It is further agreed that disclosures in furtherance of the amnesty application will not constitute a waiver of trivilege or the work-product privilege.
	AGREEMENT
or other con	desires to report to the Antitrust Division possible duct violative of the Sherman Act in the anticompetitive activity being reported"). The represents to the Antitrust mection with the anticompetitive activity being reported, it:
(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
(b)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
2. Cooperate Antitrust Division in the bollowing:	agrees to provide full, continuing and complete cooperation to the connection with the activity being reported, including, but not limited to, the
1	

- providing a full exposition of all facts known to arrelating to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
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- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the
conditional acceptance of into the Corporate Leniency Program. Should the Antitrust
Division revoke the conditional acceptance of into the Corporate Leniency Program, the
Antitrust Division may thereafter initiate a criminal prosecution against without limitation.
Should such a prosecution be initiated, any documentary or other information provided by
as well as any statements or other information provided by any current or former director, other
or employee of to the Antitrust Division pursuant to this Agreement, may be used against
in any such prosecution.

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of expressly excluding who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antituser Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

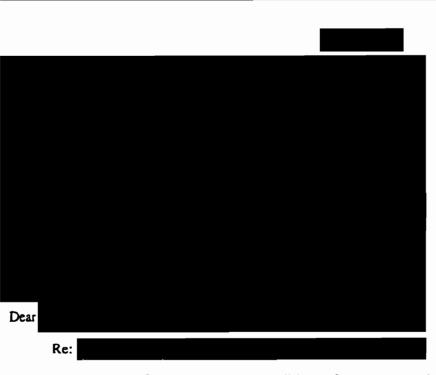
The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,





#### **Antitrust Division**



This letter sets forth the terms and conditions of an agreement between the Antitrust

Division of the United States Department of Justice and
in connection with possible

#### **AGREEMENT**

- 1. Representations:

  desires to report to the Antitrust Division possible

  or other conduct violative of Section 1 of the Sherman Act, 15

  U.S.C. § 1, in the

  represents to the Antitrust Division
  that, in connection with the activity being reported, it:
  - (a) took prompt and effective action to terminate its part in the activity upon discovery of the activity; and
  - (b) did not coerce any other party to participate in the activities and was not a leader in, or originator of, the activity.



Page 2

- 2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:
  - (a) providing promptly, in response to a subpoena or at the request of the Antitrust Division, all documents or other items in its possession, custody or control requested by the Antitrust Division, to the extent not already produced;
  - (b) using its best efforts to secure the complete, candid and truthful cooperation of its current and former directors, officers and employees, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to possible or other conduct violative of 15 U.S.C. § 1, in the
  - (c) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony as the Antitrust Division may require at the times and places designated by the Antitrust Division:
  - (d) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division respond completely, candidly and truthfully to all questions asked in interviews, grand jury appearances and at trial;
  - (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity; and
  - using its best efforts to make restitution to any person or entity injured as a result of any or other conduct violative of 15 U.S.C. § 1, in the in which was a participant.
- 3. Corporate Leniency: Subject to verification of representations in paragraph 1, above, and subject to its continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees to accept into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993.



Page 3

Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the activity being reported in the commitments in this Agreement are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke conditional acceptance into the Corporate Leniency Program. Should the Antitrust Division revoke conditional acceptance into the Corporate Leniency Program, the Antitrust Division may thereafter initiate criminal prosecutions against without limitation. Should such prosecutions be initiated, any documentary or other information provided by as well as any statements or other information provided by any current director, officer or employee of received pursuant to this Agreement, may be used against for against such persons individually) in such prosecutions.

- 4. Leniency for Corporate Directors, Officers and Employees: Subject to his or her continuing and complete cooperation, the Antitrust Division agrees that any current and former director, officer and employee of who admit their knowledge of or participation in the activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during his or her period of employment at prior to the date of this letter in connection with the activity being reported in the The commitments in this Agreement are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event any current director, officer or employee of stalls to comply fully with his or her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under the Corporate Leniency Program may be revoked by the Antitrust Division. Should any leniency, immunity or nonprosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person pursuant to this Agreement may be used against him or her in such prosecution.
- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.



Page 4

6. Authority and Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

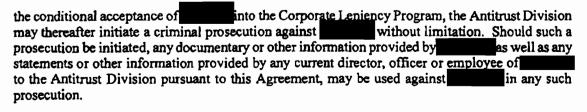




# Antitrust Division

Dear			
This letter sets forth the United States Departm		n agreement between the An	titrust Division
activity being reported or other conduct vi	olative of Section 1 of t	during the time of the a in connection with	th possible
et forth below. After all of hat the application has been	n granted. It is further ago amnesty application will n	he Division will notify	in writing by counsel for attorney-client
	AGREEMEN	I	
Representations:     or other conduct violative of     represents to the Ameing reported, it:	the Sherman Act in the	o the Antitrust Division poss anticompetitive activity be onnection with the anticomp	ing reported").
	rompt and effective action y being reported upon disc	to terminate its part in the a overy of the activity; and	anticompetitive
		participate in the activity a anticompetitive activity be	
2. Cooperation:		continuing and complete cooreported, including, but not	

- (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that the has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke



- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees¹ of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other

<sup>&</sup>quot;Current directors, officers and employees" means those individuals employed by as of the date of this letter. "Former directors, officers and employees" refers to individuals no longer employed by as of the date of this letter.

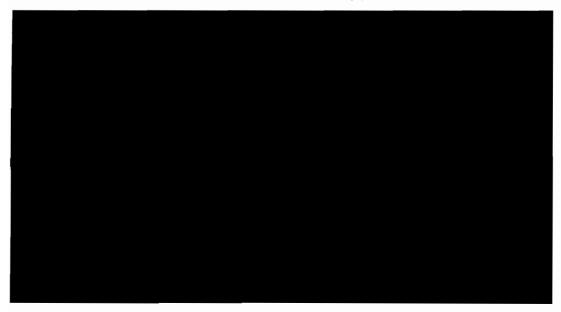
prosecuting offices or administrative agencies. In the event a current director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution. The non-prosecution protections in this paragraph do not extend to the following former employees:

.5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,



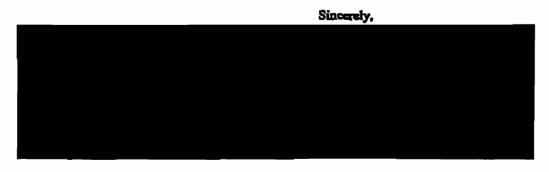


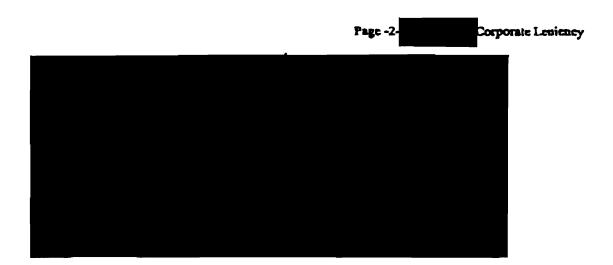
## U.S. Departer Yof Justice

#### **Antitrust Division**

Rc	
Dear	
This letter will confirm that the Antitrust	
falls within the terms of the conditional acceptant	ng to the into the Appitrust Division's
Corporate Leniency program entered on	relating to the
	id conditions described in the
conditional Corporate Leniency agreement between	
	course, must satisfy all
requirements of the Corporate Leniency Policy for fully granted.	response per per la supplication is
,	

The signatories below acknowledge acceptance of the foregoing terms and conditions.







## U. S. Department of Justice

### Antitrust Division

Dear	
Division of the Unit with possible of Section 1 of the S	ets forth the terms and conditions of an agreement between the Antitrust in connection or other conduct violative Sherman Act, 15 U.S.C. § 1, in the
set forth below. Aft	s agreement is conditional and depends upon sections satisfying the conditions are all of these conditions are met, the Division will notify the conditions in writing has been granted. It is further agreed that disclosures made by counsel for acce of the amnesty application will not constitute a waiver of the attorney-client co-product privilege.
	AGREEMENT
in the being reported")	desires to report to the Antitrust Division possible or other conduct violative of the Sherman Act the anticompetitive activity represents to the Antitrust Division that, in connection with the only being reported, it:
(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
(ь)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
2. Cooperation the Antitrust Division the following:	on: agrees to provide full, continuing and complete cooperation to in connection with the activity being reported, including, but not limited to,
(a)	providing a full exposition of all facts known to relating to the anticompetitive activity being reported;

- (b) providing promptly, and without requirement of subpoens, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

3. Corporate Leniency: Subject to verification of the representations in	
I above, and subject to its full, continuing and complete connection, as described in pa	ragraph 2
above, the Antitrust Division agrees conditionally to accept into Part A of the Con	orațe
Leniency Program, as explained in an Antitrust Division policy statement dated August 10,	1993
(attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal	
prosecution against for any act or offense it may have committed prior to the d	ate of this
letter in connection with the anticompetitive activity being reported. The commitments in t	his
paragraph are binding only upon the Antitrust Division, although, upon request of	the
Antitrust Division will bring this Agreement to the attention of other prosecuting offices or	•
administrative agencies. If the Antitrust Division at any time determines that	as violated
this Agreement, this Agreement shall be void, and the Antitrust Division may re	voke the
conditional acceptance of the same into the Corporate Leniency Program. Should the A	ntitrust
Division revoke the conditional acceptance of the component Leniency Program	д, the

Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by any current or former director, officer or employee of the total to the Antitrust Division pursuant to this Agreement, may be used against the same and such prosecution.

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:
  Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at the composition to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States:
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of the complete of the comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to

such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,

